

AGREEMENT BETWEEN CLARK TOWNSHIP AND
UNION COUNCIL NO. 8, N.J. CIVIL SERVICE
ASSOCIATION REPRESENTING (BLUE COLLAR
EMPLOYEES)

1983 to 1985

X Jan. 1, 1982 - Dec. 31, 1984

TABLE OF REFERENCES FOR ARTICLES

<u>ARTICLE</u>	<u>PAGE</u>
Preamble	1
Article I. Recognition	1-3
Article II Hours of Work	3-5
Article III Overtime Assignments (Emergency Situations)	5, 6
Article IV Holidays	6, 7
Article V Vacations	7, 8
Article VI Personal Leave Days	8
Article VII Sick Leave, Leave of Absence, Other Leave	8-12
Article VIII Seniority & Permanent Employee Security	12-14
Article IX Bulletin Boards	14
Article X Clothing Allowance	15
Article XI Non-Discrimination	15
Article XII Grievance Machinery	15-17
Article XIII Jury Duty	18
Article XIV Rights of Visitation	18
Article XV Wages (including Longevity)	18, 19
Article XVI Medical Surgical, Health & Dental Plans	20
Article XVII Medical Benefits to Retired Members	20
Article XVIII Safety	20
Article XIX Term of Agreement	21
<u>Schedule "A"</u>	22

THIS AGREEMENT made and entered into this day of
1983, by and between THE TOWNSHIP OF CLARK,
a Municipal Corporation of the State of New Jersey, (hereinafter
known and designated as the Employer) and UNION COUNCIL NO. 8,
N. J. CIVIL SERVICE ASSOCIATION (hereinafter known and designated
as the Association)

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to pre-
scribe the legitimate rights of those municipal employees working
in the Public Works Department, who are members of the Association
and to provide orderly and peaceful procedures for presenting
employee grievances and proposals, and to protect the rights of
the public in the Township of Clark;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1. RECOGNITION

Section 1. The Employer hereby recognizes the Associa-
tion as the representative of the employees of the Public Works
Department who have elected to be represented by the Association
for the purpose of presenting and making known to their Director
or such person as may be designated by the Mayor, their grievances
and proposals.

Section 2. It is further provided that any individual
employee shall have the right at any time, to present his own
grievance or proposal. Any Association employee shall have the

right, at any time, to present his own grievance or proposal and to have an Association representative present at the employee's request.

Section 3. Representation Fee

a. Notice and amount of fee

If an employee in the bargaining unit is not a member of the Association during the term of this Agreement, and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the Association during such term of period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association as majority representative. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 75% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members.

The employer shall submit an up-to-date list of all employees in the unit to the Association at least once each month. The Association shall submit to the employer a list of those employees in the unit who are not members of the Association. The employer shall deduct from the salary of such employee in accordance with "b" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

b. Payroll Deduction Schedule

The employer shall deduct a representation fee in equal

installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first paycheck paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

c. The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Association has represented that it has established a "demand and return" system pursuant to the foregoing law, which is available to employees who pay the representation fee.

ARTICLE II. HOURS OF WORK

Section 1. Each full time employee shall receive a minimum guarantee of forty (40) hours work for each week; in case of a part time employee, the number of hours established as his

work week. Normal working hours shall commence at 7:00 a.m. and end at 3:30 p.m., with one-half hour for lunch.

The work week shall be from Monday through Friday. All hours worked beyond forty (40) hours in any week shall be paid at the rate of time and one-half.

When an employee is required to work on a Saturday or Sunday (12:01 a.m. to 12:00 midnight), he shall be guaranteed a minimum of four (4) hours work for pay at the time and one-half rate for Saturday and pay at the double time rate for Sunday and such employee shall be present and available for such minimum time.

Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work.

When an employee is required to work on holidays, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate, plus the holiday pay. If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

Section 2. Lunch period for employees starting at 7:00 A.M. shall be for one-half hour, between 11:30 A.M. and 1:00 P.M. for which the employee shall not be paid. A ten (10) minute allowance for washup only will be allowed before lunch period. Should an employee be required to work through his lunch period, he shall be given an opportunity to take a lunch period later in the day and he shall be paid for such lunch period.

Employees who start other than 7:00 A.M. shall be given an opportunity to take a thirty (30) minute lunch break should they desire so, without pay.

Past practices shall be observed as to coffee breaks.

Section 3. When an employee is not scheduled for work and his services are required, he may be called to work and his

time shall start at the time of call, provided the employee arrives at work up to a maximum of thirty (30) minutes.

When an employee is called to work under the above condition, he shall be guaranteed a minimum of four (4) hours pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half rate. If an employee is called in outside of his regular hours and works partly regular hours and partly outside regular hours, he shall be paid at the regular rate for the time worked during his regularly scheduled hours and shall be paid at the premium rate for all hours worked outside the employee's regularly scheduled hours.

When equipment is used for plowing snow, there shall be two employees on each piece of equipment, when sufficient employees are available.

Section 4. When an employee is required to work twelve (12) hours or more, he shall be granted a second one-half hour lunch period at no loss of pay for such lunch period and be granted an additional half hour lunch period for each five (5) hours over the above-mentioned twelve (12) hours.

Employees to be granted meal allowance for each twelve (12) hours worked, subject to adoption of appropriation for this purpose in the Annual Budget.

ARTICLE III. OVERTIME ASSIGNMENTS (EMERGENCY SITUATIONS)

Section 1. Overtime will be distributed equitably in accordance with seniority. An overtime list shall be maintained and posted. This list will be utilized for determining which employee will be called out for overtime duty.

Section 2. It will be the responsibility of the two (2)

public workers' Foremen to determine if a situation warrants the calling in of employees for overtime and, if so, the Foremen are authorized to call employees in accordance with the overtime list.

Section 3. In the event that neither of the Foremen are available, the following persons, in the order listed, will make decisions concerning emergency call out.

1. Township Engineer
2. Mayor
3. Senior Public Works Employee
4. Individuals on overtime list (descending order)

Section 4. There is to be no additional compensation paid to any employee making phone calls.

Section 5. Where circumstances permit, a department head or designee shall notify a unit member, in advance, at least twenty-four (24) hours of an overtime assignment.

ARTICLE IV. HOLIDAYS

Section 1. The employees shall receive the twelve (12) official holidays per year as presently authorized by the Municipal Council:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day (General)
Good Friday	Veterans' Day
Memorial Day	Thanksgiving
Fourth of July	Christmas

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and be paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated on Monday and paid accordingly.

Pay for holidays not worked shall be eight (8) hours pay at the straight time rate.

Section 2. In the event that any of the above enumerated holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for the purposes of computing overtime.

Section 3. In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

ARTICLE V. VACATIONS

Section 1. Up to one year of service, each employee shall receive one working day vacation with pay for each full month of service.

Employees shall receive vacation with pay based on years of service in accordance with the following vacation table:

During 1983:

<u>Years of Service</u>	<u>Vacation Days With Pay</u>
Less than one (1) yr.	One (1) day per mo. for each full month
One (1) to five (5) yrs.	Twelve (12) working days
Six (6) to ten (10) yrs.	Sixteen (16) working days
Eleven (11) to twenty (20) yrs.	Twenty-two (22) working days
Twenty-one (21) +	Twenty-six (26) working days

During 1984:

<u>Years of Service</u>	<u>Vacation Days With Pay</u>
Less than one (1) yr.	One (1) day per mo. for each full month
One (1) to five (5) yrs.	Twelve (12) working days
Six (6) to ten (10) yrs.	Seventeen (17) working days
Eleven (11) to twenty (20) yrs.	Twenty-three (23) working days
Twenty-one (21) +	Twenty-seven (27) working days

Employee's pay check for his earned vacation shall be given to the employee prior to start of his vacation, provided that a request for said pay check is made at least two (2) weeks prior to his vacation date.

Section 2. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

Section 3. Any employee eligible for vacation, whose employment has terminated for any reason whatsoever, shall nevertheless receive a prorated vacation.

Section 4. When any vacation or part of it cannot be taken in the calendar year when earned, the same can be taken in the following years, with the consent of the Department Head, but such accumulated vacation days may not be extended beyond the second year.

ARTICLE VI PERSONAL LEAVE DAYS

Employees are entitled to two (2) days leave with pay for personal business. The granting of personal days off shall be for personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested date or dates from the employee's department head. Leave days must be used in the one year period and shall not be cumulative year to year.

ARTICLE VII SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section 1. Sick Leave

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required

by the Department Head shall be sufficient. The term "immediate family) is limited to the employee's spouse, a child, a grandchild, his parents, or grandparents, brothers or sisters or to a relative who is a part of the household.

Employees are entitled to one day's sick leave with pay for each month of service from the date of appointment to December 31st of that year. Thereafter, 15 days of paid sick leave are granted in each calendar year.

A freeze on the accumulation of sick leave for "buy out" purposes at retirement shall be effectuated as of January 1st, 1978, as more specifically hereinafter provided.

As of January 1st, 1978, for purpose of reimbursement for unused sick leave at retirement, each employee's unused sick leave shall be converted into dollars by multiplying his unused sick leave in days by the per diem salary in effect on January 1st, 1978. For those employees whose unused sick leave in dollars does not exceed Seven Thousand Five Hundred (\$7,500.00) Dollars on January 1st, 1978, the sum Seven Thousand Five Hundred (\$7,500.00) Dollars shall be the maximum reimbursement that an employee may receive at retirement for unused sick days. For those employees whose unused sick leave in dollars exceeds Seven Thousand Five Hundred (\$7,500.00) Dollars that sum established on January 1st, 1978, shall be "red circled" and that shall be the maximum that shall be reimbursed for unused sick days at retirement. It is further provided that employees who become "red circled" may utilize the annual sick leave allotments for sick leave purposes from and after January 1st, 1978, but may not accumulate any of the said sick leave for "buy out" purposes.

At retirement an employee's unused sick days shall be multiplied by his per diem salary rate in effect at this retirement; however, the maximum dollar amount that shall be reimbursed shall be Seven Thousand Five Hundred (\$7,500.00) Dollars or that sum of money established on January 1st, 1978, whichever is greater.

All employees hired subsequent to December 6th, 1982, shall be permitted to accumulate unused sick time to a maximum amount of

Two Thousand Five Hundred (\$2,500.00) Dollars to be redeemed at retirement.

In the event the employee's illness causes his absence from work for five (5) consecutive days, a physician's certificate must be filed with the Business Administrator's Office on the sixth day.

Any employee expending a total of more than ten (10) days of sick leave in any year must submit to a physical examination by a medical doctor selected by the Department of Administration, Health & Welfare, or any other physician. A report of such examination on forms provided by the Business Administrator, signed by the physician, shall be furnished to the Business Administrator by the employee forthwith. (Included would be such a leave extending from December into January of the following year).

The employee or a member of his family must telephone Police Headquarters at least an hour before his starting time to advise that he cannot report for work. This practice shall be followed each day through the fifth day, at which time a doctor's certificate on forms provided by the Business Administrator will be required together with a statement from the doctor as to the expected length of time the absence will continue.

During a period of disability, employees may elect, if they so desire, to first utilize all or any part of their accumulated sick leave. In the absence of such elections, leaves of absence provided by this Article will not affect in any manner whatsoever the accumulated sick leave of the disabled employee.

Where a disabling work-connected injury is sustained and causes an extended absence, the Township Council may adopt a resolution granting the injured employee up to a one-year leave of absence with pay. If and when such action is taken, the employee shall not be charged with sick leave time beyond that in being at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments he may receive as workmen's compensation, insurance benefits or from any settlement

or judgment paid to the employee by any person or corporation held responsible for such injury.

Section 2. Maternity Leave

In the event of a leave of absence due to pregnancy, the employee shall inform the employer, in writing, of the date the employee will begin her maternity leave and the date the employee intends to return to work. Upon request, the pregnant employee shall provide medical certification of her condition.

Section 3. Military Leave

Any full-time employee, who is a member of the National Guard or a reserve unit of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

When a full-time employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence, without pay, for the duration of such military service. Each such employee must be reinstated, without loss of privileges or seniority, provided he reports for duty with the Township within 90 days following the employee's honorable discharge from military service.

Section 4. Compensatory Leave

In place of payment of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated on a time-and-a-half basis. Such request must be approved by the employee's department head.

Section 5. Leave Because of Death

Leave with pay, not exceeding five (5) days, shall be granted by the Department Head, with the approval of the Business Administrator, to any employee in the event of his "immediate family". The term "immediate family", for all the purposes of this Section, shall include only his spouse, child, grandchild, mother or father.

Leave with pay, not exceeding three (3) days, shall be granted by the Department, with the approval of the Business

Administrator, to any employee in the event of a death of a grandparent, brother or sister; and in the event of a death of the child, parent or grandparent, brother or sister of his spouse, or other person who is a member of his household.

Section 6. Leave Without Pay

Leave without pay shall be granted only when the employee has used his accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons other than illness, an employee must have used his vacation leave. Written request for leave without pay must be signed by the employee, endorsed by his Department Head, and approved by the Business Administrator before becoming effective.

Such leave, except for military leave without pay, shall not be approved for a period longer than six months at one time. The Business Administrator with the Department Head's consent may extend such leave for an additional six months or any portion thereof.

A request for any type of leave, except sick leave or because of a death in the family, shall be made ten (10) days in advance to permit engaging a substitute for the particular position held by the applicant.

Section 7. Terminal Leave

Employees of the Township having completed fifteen years of continuous service, shall be entitled to three days per year for each year of service as terminal leave prior to the effective date of their retirement.

Employees of the Township hired subsequent to September 19, 1975, shall not be entitled to Terminal Leave.

ARTICLE VIII SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date

of hiring. Such employee may, during their trial periods, be terminated at any time during said period, without recourse whatsoever, and without cause.

Section 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

Section 4. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualifications and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

Section 5. One steward shall have, during the respective periods of such capacity, top seniority and after his periods of service he shall have a normal seniority status, with respect to layoff and recall.

Section 6. An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignations;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, return

receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 7. Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

Section 8. The Employer, upon recalling, shall do so in the inverse order of layoff. He shall recall the last employee laid off, providing, however, that such employee has the qualifications for the position for which he is recalled and for which he is physically able. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the vacant position, are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Any dispute arising under this clause shall be subject to the grievance machinery.

Section 9. An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

Section 10. Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid-off employee.

ARTICLE IX. BULLETIN BOARDS

One (1) bulletin board will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

ARTICLE X - CLOTHING ALLOWANCE

All employees in the Bureau of Roads shall be provided with a clothing allowance. For the year 1983 the clothing allowance shall be increased by \$25.00 for a total of \$300.00; for the year 1984 the clothing allowance shall be increased by an additional \$25.00 for a total of \$325.00. The member must provide receipts. The allowance will be paid in accordance with past practice.

New employees in 1983 and 1984 will be paid a prorated share of the yearly clothing allowance, in accordance with their hire date. Payment will be made after their 90 day trial period is completed.

ARTICLE XI - NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his activities as a member of the Union. There shall be no discrimination against any employee because of his race, color, religious creed, national origin, political affiliation, sex or Union affiliation.

ARTICLE XII GRIEVANCE MACHINERY

Section 1. It is hereby agreed that the Employer has the right to discharge for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefor at the time of such action. Such discharge shall conform to Civil Service procedures.

Section 2. A grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement, exclusively.

Section 3. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the Union and the employee.

Section 4. In the event of such grievance, the steps hereinafter set forth shall be followed, except that when the law permits, grievance machinery, other than the following, shall become effective as of the date such law shall be enacted.

STEP 1: - The Employees and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Director of Public Works. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the Steward shall sign a written complaint and forward the grievance to the next step in the procedure.

The Shop Steward shall be permitted reasonable time during working hours to process complaints, at no loss of pay.

STEP 2: - The Steward will discuss the grievance with the Business Administrator. In the event the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

STEP 3: - The Union representatives and the Mayor or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

STEP 4: - If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

1. The Business Agent of the Association
2. The Shop Steward
3. Director of Public Works, or his designee
4. Business Administrator, or his designee

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then in that event, either party may, within 30 days, request the Public Employees Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify or amend the provisions of this Agreement.

Section 5. It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedures of this agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow down or cause a slow down or engage in any work stoppage during the term of this agreement. Any employee who violates the terms of this section shall be subject to discharge.

ARTICLE XIII. JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such time as he is required to be in attendance in Court, with all monies received from the Court by such employee to be refunded to the Township of Clark.

ARTICLE XIV. RIGHTS OF VISITATION

The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Business Administrator for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not, in any way, interfere with the working of the bureau during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE XV. WAGES

Section 1. Effective retroactive to January 1, 1983, each bargaining unit member shall receive a salary increase to be computed by applying the negotiated increase to the gross base salary of all unit members as of December 31, 1982 and dividing that total by the number of employees in the bargaining unit. Each unit member shall then receive an equal lump sum dollar increase retroactive to January 1, 1983. For the purpose of computing the salary increases after June, 1983, the gross payroll figures on the following dates shall be used; June 30, 1983, December 31, 1983 and June 30th, 1984.

The negotiated increases are as follows:

Effective retroactive to Jan. 1, 1983 = four (4%) percent

Effective on July 1, 1983 = four (4%) percent

Effective on Jan. 1, 1984 = three and one-half (3-1/2%)

Effective on July 1, 1984 = three and one-half (3-1/2%)

Section 2. Increments. Normal merit increases shall be paid as in the past; then, upon execution of this Agreement, there shall be a step progression schedule to apply only to those newly-hired employees, hired after this Agreement becomes effective.

The new rates shall be as follows:

<u>Years of Service</u>	<u>Percentage of Maximum Salary</u>
0-6 months	75%
6-12 months	77.5%
1-2 years	80%
2-3 years	85%
3-4 years	90%
4-5 years	95%
After 5 years	Maximum Salary

Section 3. Longevity.

NOTE: Any employee hired after January 1st, 1975, shall not be eligible for the longevity program.

Each employee completing five (5) years of continuous uninterrupted service shall become eligible for longevity payment computed as follows:

(a) For each five (5) year period of service as outlined above, each employee of the Township shall receive the following in addition to the current annual salary:

	<u>1983 and 1984</u>
After 5 continuous years	\$ 308.00
After 10 continuous years	616.00
After 15 continuous years	924.00
After 20 continuous years	1,232.00
After 25 continuous years	1,540.00

(b) The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Township of Clark and the amount shall be as set forth above.

ARTICLE XVI - MEDICAL, SURGICAL, HEALTH AND DENTAL PLANS

No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement. Included in such benefits are medical-surgical plan, major medical plan, Rider "J" of the Blue Cross Plan and Prescription Plan with two (\$2.00) dollar employee co-payment. Effective as soon as possible after execution of this Agreement, the present dental plan shall be upgraded. The upgrade shall be an approximate twenty-five (25%) percent improvement in coverage over the existing plan.

ARTICLE XVII - MEDICAL BENEFITS TO RETIRED MEMBERS

Effective commencing on January 1st, 1984, an Association member who retires in good standing, with at least twenty-five (25) years of continuous service, shall be covered for Blue Cross Blue Shield, with Major Medical and Prescription Plan only, at no cost to the member. Such coverage will continue until the retired member reaches age sixty-five (65). This benefit shall only apply to members who retire after January 1st, 1984 and shall not be retroactive to members presently retired.

ARTICLE XVIII - SAFETY

All complaints regarding an employee's safety shall be handled through the grievance machinery.

No employee shall be required to operate unsafe equipment, and further the Employer shall not require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

ARTICLE XIX. TERM OF AGREEMENT

Section 1. This contract shall remain in full force and effect until the thirty-first (31st) day of December, 1984.

Section 2. This agreement shall not prevent the employees of the Bureau of Roads and the Division of Buildings and Grounds from receiving any general fringe benefits awarded the employees of the Township of Clark by legislative action of the Municipal Council during the period of this contract.

Section 3. All other policies pertaining to municipal employees shall uniformly apply also to the employees of the Department of Public Works, namely, employees in the Bureau of Roads and Division of Buildings and Grounds.

Section 4. The Association shall have the right to open negotiations on salaries only between September first (1st) and December thirty-first (31st) of 1984. Should there be a dispute as to salaries, the employees shall not cease work and all salary disputes, when settled, shall be retroactive to the agreed date between the parties.

Section 5. The Association shall have the right to open negotiations on the terms of a new agreement on or after September 1st, 1984. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

ATTEST:

TOWNSHIP OF CLARK

BY

Edward R. Kussner

Bernard J. Garaway
Mayor

ATTEST:

UNION COUNCIL NO. 8, N.J. CIVIL
SERVICE ASSOCIATION

BY

Leo P. Stendick

Alga Suchenki 8/23/83
President

SCHEDULE "A"

	<u>1/1/83 to 6/30/83</u>		<u>7/1/83 to 12/31/83</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>OFFICE OF TOWNSHIP CLERK</u>				
Asst. Mun. Clk.	\$19,502.00	\$21,502.00	\$20,317.00	\$22,317.00
Acct. Clk. Typist	10,847.00	12,847.00		
Prin. Acct. Clk./Cashier			13,880.00	15,880.00
<u>MUNICIPAL COURT</u>				
Mun. Court Clk. & Viol. Clk	13,764.00	15,764.00	16,895.00	18,895.00
Dep. Mun. Court Clk. Steno.	11,697.00	13,697.00	14,745.00	16,745.00
<u>DEPT. OF ADM., HEALTH & WELFARE</u>				
Adm. Clk./Reg. of Vital Stat.	17,374.00	19,374.00	18,100.00	20,100.00
Adm. Secy.	12,000.00	14,000.00	12,480.00	14,480.00
Clk. Typist	9,000.00	11,000.00	9,360.00	11,360.00
<u>DEPT. OF PUBLIC WKS. & ENG.</u>				
Prin. Clk. Typing	12,913.00	14,913.00		
Prin. Clk. Typ./Permit Clk.			16,035.00	18,035.00
Prin. Clk. Steno.	12,800.00	14,800.00	13,332.00	15,332.00
Prin. Engineer	15,531.00	18,031.00	16,252.00	18,752.00
<u>BUREAU OF ROADS</u>				
Public Wks. Foreman	18,187.00	21,217.00	18,891.00	21,921.00
Sen. Public Wks. Repairman	15,952.00	17,202.00	16,656.00	17,906.00
Public Wks. Repairman				
(Three Years or more)	14,247.00	16,573.00	14,950.00	17,277.00
(Less than Three Years)	14,046.00	16,372.00	14,750.00	17,076.00
<u>DEPT. OF REVENUE & FINANCE</u>				
Senior Cashier Typist	13,088.00	15,088.00	14,164.00	16,164.00
Account Clk.			11,440.00	13,440.00
<u>DEPT. OF PUBLIC SAFETY</u>				
Sen. Comm. Operator	11,873.00	13,873.00	12,428.00	14,428.00
Comm. Operator	11,059.00	13,059.00	11,541.00	13,541.00
Comm. Operator	10,164.00	12,164.00	10,571.00	12,571.00
<u>DIV. OF BLDGS. & GROUNDS</u>				
Bldg. Maint. Worker	\$5.01 per hour		\$5.21 per hour	
Bldg. Maint. Worker	5.46 per hour		5.68 per hour	
<u>BUREAU OF HEALTH</u>				
Sanitary Inspector	9.14 per hour		9.51 per hour	

SALARIES FOR THE YEAR 1984 SHALL BE AS SET FORTH IN THIS AGREEMENT, WHICH ARE 3-1/2% INCREASE EFFECTIVE JANUARY 1ST, 1984, AND AN ADDITIONAL 3-1/2% INCREASE EFFECTIVE JULY 1ST, 1984.

ORDINANCE PROVIDING THE ABOVE WILL BE INTRODUCED AND ADOPTED DURING THE YEAR 1983, AND WILL BECOME PART OF THIS AGREEMENT.